

INDIATOURISM MUMBAI
MINISTRY OF TOURISM, GOVERNMENT OF INDIA
Air India Building, Ground Floor, Nariman Point, Mumbai-400021

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Date: 20.05.2021

Tender Document for Selection of Agencies for Appointment as Dedicated Creative Agency for the IndiaTourism Mumbai, Regional Office (Ministry of Tourism, Government of India)

Deadline for submission of Bids: 11.00 Hrs on 10.06.2021

To,

This Tender Document is addressed to the Agencies for Appointment as Dedicated Creative Agency for Indiatourism Mumbai, Regional Office (Ministry of Tourism, Government of India)

Sir/Madam,

IndiaTourism Mumbai (Ministry of Tourism, Government of India) invites bids from Creative Agencies for Designing of Creatives used by the Regional Office, Indiatourism, Mumbai and its Sub-Offices IndiaTourism, Goa, Aurangabad and Indore for Promotion of Tourism in the Western and Central Region.

2. Scope of Work:

The Scope of Work of the Agency during the period of Contract will include :-

I. **Designing and Production of creatives** for the print (news-papers /other print publications) and digital media for three years period as detailed below on themes / subjects to be decided in consultation with the Indiatourism Mumbai :-

(a) **Print creatives for advertisements** for release in newspapers and/or other publications. with the ability to be adapted for use in other media such as outdoor, online and others. (1 advertisement of any size would be treated as one creative). These would largely relate to events, initiatives & achievements of the Ministry and for specific requirements on case to case basis. etc. This would include procurement of images wherever required, copy writing, designing and all other costs involved.

(b) **Advertorials for release in newspapers and/or other publications.** They may be one page or multi-page advertorials and each advertorial would comprise images and text matter to be presented with an attractive lay-out. These would be for Indiatourism, Mumbai, Goa, Indore and Aurangabad, promotion of destinations and products and for specific requirements on case to case basis. *etc.* This would include procurement of images wherever required copy writing, designing, and all other costs involved.

(c) **Creatives for the Digital Media**, with the ability to be adapted for use in other media. This would include procurement of images wherever required, copy writing, designing, and all other costs involved.

(Print Creatives designed and produced by the Agency. which are adapted for use in the Digital Media. will not be considered as a separate Digital Creative.)

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NOTE

- i. The image(s) required for use in the creatives (print and digital) would either be used from the existing stock of images with Indiatourism Mumbai or would be procured.
- ii. If the images used in the creatives are to be procured from photographers / photo banks, copyright of the images would preferably rest with the Office for all time / perpetuity and it not available for all time use, then as per the terms and conditions applicable for procurement of the images.
- iii. In case a particular image or a set of images is specifically required by Indiatourism Mumbai and is required to be purchased. the cost for such purchased images shall be paid as per actuals. subject to approval of the same by the competent authority of Indiatourism Mumbai.
- iv. **The quote to be provided for cost of designing of per Creative required for Print, Digital and Advertorial. It should include procurement of images wherever required, copy writing, designing, and all other costs involved**

II. **Designing of other Publicity Material /Collaterals / Standees / Backdrops for Events, Exhibitions** for a period of three year on themes / subjects to be decided in consultation with Indiatourism Mumbai. This would entail supervision of printing / production of the publicity material / collaterals by the printing/production agencies identified by Indiatourism Mumbai to ensure quality of production.

NOTE

- i. The image(s) required for use would either be used from the existing stock of images with the Office or would be procured.
 - ii. If the images used are to be procured from photographers / photo banks, copyright of the images would preferably rest with Indiatourism Mumbai for all time / perpetuity and if not available for all time use, then as per the terms and conditions applicable for procurement of the images.
 - iii. In case a particular image or a set of images is specifically required by the India Tourism Mumbai and is required to be purchased, the cost for such purchased images shall be paid as per actuals, subject to approval of the same by the competent authority of the Ministry of Tourism.
 - iv. **The quote to be provided for cost of designing for per Standee / Backdrop for Event / Exhibition**
- III. **Adaptation and Replication** of existing and new creatives produced for various media and their supply as per requirement during the period of the contract. This may be required to be done by using different software's as per need.
- IV. **Miscellaneous work** which may include other small related jobs which are required to be undertaken by Indiatourism Mumbai from time to time, during the period of the contract. Payment will be made on the basis of cost estimates to be submitted by the agency with rate reasonability to be decided by a Committee constituted for the purpose.

Contd....3/-

V. **Preparing and maintaining an inventory and catalogue of all the creative material** belonging to Indiatourism Mumbai and its supply as per requirement during the period of the contract. This may include the following: -

- i. To take over all the previous inventory (which may include images, creatives, designs, *etc.*) from the present creative agency working with Indiatourism Mumbai.
- ii. To maintain and properly catalogue all the existing inventory.
- iii. To add new creative material produced by the Ministry to this inventory from time to time.
- iv. Supply of the creative material in the required format to the concerned media / organisations / associations etc. in the required format as per the directions of Indiatourism, Mumbai.

3. GUIDELINES FOR SUBMITTING TENDER

The Tender for **Agencies for Appointment as Dedicated Creative Agency** should be submitted **Online** including the following:

A. **Part 1- "Technical Bid"** - Digitally signed and to include the following documents:

- (i) Registration Certificate / License
- (ii) Aadhar Card / Udyog Aadhar
- (iii) PAN Card of the Firm/ Proprietor
- (iv) GST Number
- (v) Profile of the Agency alongwith a PPT on Creative Work undertaken previously
- (vi) Should have been in operation for minimum 2 years (proof in terms of work order from client to be submitted)
- (vii) Have an annual turn average turn over of Rs. 50.00 Lakh from creative duties for 2 years (To be supported by CA Certificate)
- (viii) Submit a Presentation on concept & Approach for promoting Dekho Apna Desh (Domestic Tourism) & Azadi ka Amrit Mahotsav (75 years of Independence)

Part 2- "Financial Bid" – Digitally signed and to include the following documents:

- i. Financial Bid, duly dated, should clearly indicate the cost and simultaneously also provide break- up of the total actual cost with the tax component **as per Annexure I**
- ii. The Financial Bid should be in Indian Rupees
- iii. Taxes / GST as applicable in India will be paid as per actual
- iv. The tax component will not be taken into account for evaluation of the Financial bids.

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B. Last date of Submission of Bids

The last date of submission of bids is at **1100 Hrs on 10th June, 2021**

C. Date of Opening of Bids

Technical Bid will be opened at **1400 Hrs on 10th June, 2021**

Financial Bid will be opened at **1500 Hrs on 11th June, 2021**

4. Selection Procedure

- (i) A Nominated Committee will evaluate the Technical Bids received on the basis of documents submitted and creative approach to the themes given above names "Dekho Apna Desh" and "Azadi Ka Amrut Mahotsav". 70 Percent weightage will be given to technical / creative approach and 30 percent for Financial quote.
- (ii) The financial bids of only those agencies who qualify the technical bid will be opened.

5. Terms of Payment :-

- i. Advance payment will not be considered.
- ii. Payment will be made by electronic transfer of funds to the bank account of the concerned Agency in Indian Rupees. The Agency will submit pre-receipted invoices complete in all respects on the last working day of every month, for necessary settlement. The monthly invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as copies of the creative and publicity material designed / produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.
- iii. The payment shall be released only after completion of the required work and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by Indiatourism Mumbai
- iv. The Tax component shall be paid as applicable and as per actual.
- v. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled. to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.
- vi. In respect of additional items supplied by the agency which are outside the scope of work, such as image requirement for additional creatives etc., payment would be considered only on the basis of the actual cost supported by third party invoice etc. by the agency.
- vii. The Selected Bidder will have to submit a Performance Guarantee in form of Bank Guarantee of 5% of the quoted amount for a period of 3 Years

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6. Other Important Information

- i. The ownership of all publicity material produced / designed through the Creative Agency will at all time rest with Indiatourism Mumbai and the agency copy writer / photographer / producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images / photographs / radio jingles used in the creatives and publicity material (unless bound by copyright rules).
- ii. The Creative Agency will provide the creatives and publicity & promotional material in standard international formats as would be required and conveyed by Indiatourism, Mumbai.
- iii. The Creative Agency will be responsible for copy right issues concerning usage of images, footage, text material. etc. obtained through various sources. Indiatourism Mumbai will not be a party to any disputes arising out of copyright violation by the agency.
- iv. The Creative Agency will be responsible for obtaining any permissions that may be required for undertaking work
- v. The Creative Agency will at no time resort to plagiarism Indiatourism Mumbai, will not be a party to any dispute arising on account of plagiarism resorted to by the agency.
- vi. All creative and publicity material designed / produced will be of International quality comparable with the existing creative and publicity material of the Ministry of Tourism.
- vii. The Agency will ensure submission of required creatives and any other work undertaken within the time frame that would be conveyed by Indiatourism Mumbai for each work assigned.
- viii. Minimum 3 options of the Creative Design should be provided to Indiatourism Mumbai upon which one will be finalized by the Competent Authority.
- ix. The contract will be valid for a period of three Year from the date of award, which may be considered for extension for a further period of six months on the same rates, terms & conditions if required at the sole discretion of Competent Authority subject to satisfactory performance of the agency.

7. Penalty Clause

- i. In case it is noticed that agency has been unable to deliver any work enumerated in the work order or specified by Indiatourism Mumbai in part as enumerated under each item of work, penalty @ 15% would be imposed equivalent to the cost of that unit of work.
- ii. In case if it is noticed that agency has been unable to undertake miscellaneous work including adaptation and replication of creatives, a penalty of 1% of the cost quoted for undertaking this item or work for that particular year, shall be levied for every default.
- iii. In case the agency fails to maintain inventory of Indiatourism Mumbai properly a penalty of 5% of the cost quoted for undertaking this work shall be levied.
- iv. In case the agency loses the inventory stock of Indiatourism Mumbai or fails to transfer it to the new incumbent agency after the contract is over, the agency shall be blacklisted, damages would be recovered from the agency and appropriate legal action shall be taken. A Committee of officers of appropriate level decided by the competent authority will decide on damages to be recovered and/or other action to be taken after examining all aspects of the case.
- v. In case of underperformance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by Indiatourism Mumbai

8. Termination

Indiatourism Mumbai may terminate the Contract of the agency or may initiate penal proceedings as per law of India, in case of the occurrence of any of the events specified below:

- i. If the Agency becomes insolvent or goes into compulsory liquidation.
- ii. If the Agency in the judgment of Indiatourism Mumbai has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- iii. the Agency submits to Indiatourism Mumbai a false statement which has a material effect on the rights obligations or interests of Indiatourism Mumbai.
- iv. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Indiatourism Mumbai.
- v. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.

In such an occurrence Indiatourism Mumbai shall give a written advance notice before initiating action.

9. Force Majeure

- I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
- II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

10. Arbitration: Venue or arbitration will be Mumbai and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

11. Jurisdiction: The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.

Assistant Director (Publicity)
Indiatourism, Mumbai

Instructions for Online Bid submission:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at <https://tourism.euniwizarde.com>

REGISTRATION

- Bidders are required to enroll on the e-Procurement Portal (URL:<https://tourism.euniwizarde.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee every year
- As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for communication with the bidder
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g Sify/ TCS / nCode / eMudhra, etc, with their profile
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to other which may lead to misuse.
- Bidder than logs in to the site through the secured log-in by entering their use ID/ password and the password of the DSC/ e-Token.
- The scanned copies of all original documents should be uploaded on portal

For any Query related to online submission you may contact Mr. Farhan A (8448288992)

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the e-Procurement portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc. Once the bidders had selected the tenders in which they are interested, bidder can pay the processing mentioned in the tender details (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents/ tender schedules, Bid documents, etc. Once you pay both fee, tenders will be moved to the respective "Register" Tab. This would enable the e-Procurement Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the Tender Document.

ANNEXURE I**Details for Price Bid:-**

Quote to be provided as per the following details :

S. No.	Item	Quote for One Creative in INR (excluding taxes)
I.	Designing and production of print creatives for news-papers / other print publication	
II.	Designing and production of advertorials for news-papers / other print publication	
III.	Designing and production of Digital creative	
IV.	Designing of other Publicity Material /Collaterals / Standees / Backdrops for Events, Exhibitions	
V.	Adaptation and Replication of existing and new creatives	
VI.	Preparing and maintaining inventory for all creative material (continuous work)	
VII.	Adaptation & replication of creatives (continuous work)	
VIII.	Any other Costs (To be clearly specified)	

NOTE

- i. The cost for each item is to be as per the Scope of Work
- ii. The cost quoted will be final and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by Indiatourism Mumbai.

The schedule of activity is as follows:

S. No.	Activity/Item Description	Time Schedule
1	Tender No	ITM/PUB/141/2021-22
2	Time and last date of issue of Tender Document	10:55 Hours of 10.06.2021
3	Time and last date of depositing Tender / Bid	11:00 Hours of 10.06.2021
4	Time and Date of Opening of Technical/Financial Bid	14:00 Hours of 10.06.2021 (Technical Bid) 15: 00 Hours of 11.06.2021 (Financial Bid)
5	e-Tender Processing Fee	Rs. 826/- (Including GST @18%) through e-payment gateway available on https://tourism.euniwizarde.com
6	ITI Helpdesk Contact Detail	Helpdesk No. (10:00 to 18:00 Hrs): 011-49606060 Mr. Farhan A- 8448288992

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